

19
RECORDING REQUESTED BY
FIRST AMERICAN TITLE

RECORDING REQUESTED BY:

Applied Biosystems,
A Business Group of
Applera Corporation
6001 Sunol Boulevard
Pleasanton, California 94566
Attention: David G. Vose



2003566102

09/24/2003 08:30 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 73.00



23 PGS

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Region 2
700 Heinz Avenue, Suite 200
Berkeley, CA 94710
Attention: Barbara J. Cook, P.E.,
Chief Site Mitigation Branch

A21

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SA

D-104312

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

APPLIED BIOSYSTEMS PROPERTY,

APPLERA CORPORATION

6001 SUNOL BOULEVARD

PLEASANTON, CALIFORNIA

ALAMEDA COUNTY PARCEL NO. 947-5-4-7

This Covenant and Agreement ("Covenant") is made by and between Applera Corporation, a Delaware Corporation (as successor to PE Corporation (NY)) (the "Covenantor") the current owner of the 6001 Sunol Boulevard property situated in Pleasanton, County of Alameda, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Applied Biosystems is a Business Group of Applera Corporation. Pursuant to Civil Code Section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect

present or future human health or safety or the environment as a result of the presence in groundwater in the vicinity of the former E-yard of hazardous materials as defined in Health and Safety Code ("H&SC") Section 25260. The Covenantor and the Department, collectively referred to as the "Parties", hereby agree that the use of the Restricted Property (as hereinafter defined) be restricted as set forth in this Covenant.

ARTICLE I

STATEMENT OF FACTS

1.01. The Property, totaling approximately 80 acres is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is located at the junction of Highway 680 and Sunol Boulevard in Pleasanton, County of Alameda, State of California. This Property is more specifically described as Alameda County Assessor's Parcel No. 947-5-4-7.

1.02. This Covenant applies to a limited portion of the Property with groundwater contamination, located in the vicinity of the former E-yard, that is more particularly described in Exhibit "B" which is attached and incorporated by this reference (the "Restricted Property").

1.03. The Property has been remediated under the supervision and authority of the Department. The Restricted Property is a portion of the Property being remediated pursuant to Kaiser's Removal Action Workplan dated May 5, 1997. Because tetrachloroethene (PCE), a hazardous substance as defined in H&SC Section 25316, and also a hazardous material as defined in H&SC Section 25260, remains in the groundwater under the Restricted Property, the Removal Action Workplan provides that a deed restriction on the Restricted Property be required as part of the remediation until remedial action objectives are met. The Department circulated the

Removal Action Workplan, which contains a Final Health Risk Assessment, together with a draft negative declaration pursuant to the California Environmental Quality Act, Public Resources Code Section 21000 et seq. for public review and comment. The Removal Action Workplan and the negative declaration were approved by the Department on May 5, 1997. Remediation included removal and disposal of tanks, sumps, vaults, industrial waste piping, sanitary sewer piping, storm drain piping, elevator shafts, and contaminated soil. These remediation activities have been completed and soils have been remediated to residential cleanup levels. Previous response actions also included the installation of groundwater monitoring wells. The location of the monitoring wells is shown on "Exhibit B". The operation and maintenance of the monitoring wells is pursuant to an Operation and Maintenance Plan incorporated into the Operation and Maintenance Agreement between Covenantor and the Department dated September 2, 2003.

1.04 Groundwater at the Restricted Property generally is found at about 50 feet below ground surface. PCE has been detected in the groundwater at a concentration of up to 99 ppb. The California drinking water maximum contaminant level ("MCL") for PCE is 5 ppb. The Department concludes that the groundwater may present an unacceptable threat to human health and safety.

ARTICLE II

DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

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TITLE GUARANTY COMPANY AS AN ACCOMMO-
DATION ONLY. IT HAS NOT BEEN EXAMINED AS
TO ITS EXECUTION AND NO LIABILITY IS
ASSUMED AS TO ITS EFFECT UPON THE TITLE.

2.02. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Restricted Property.

2.03. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Restricted Property.

ARTICLE III

GENERAL PROVISIONS

3.01. Restrictions to Run with the Restricted Property. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Restricted Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the Restricted Property pursuant to H&SC Section 25355.5(a) (1) (C) and Civil Code Section 1471, (b) inures to the benefit of and passes with each and every portion of the Restricted Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Restricted Property.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC Section 25355.5(a)(1)(C), this Covenant binds all owners of the Restricted Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code Section 1471(b), all successive owners of the Restricted Property are expressly bound hereby for the benefit of the Department.

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3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Restricted Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice that hazardous substances are located on or beneath the Restricted Property, as required by H&SC Section 25359.7.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Restricted Property.

3.05. Conveyance of Property. The Owner shall provide notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Restricted Property (excluding mortgages, liens, leases, easements, licenses, encumbrances, and non-possessory encumbrances). The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect any proposed transfer, encumbrance or conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

ARTICLE IV

RESTRICTIONS

4.01. Prohibited Activities. The following activities shall not be conducted at the Restricted Property:

- (a) Drilling for water, oil, or gas without prior written approval by the Department.

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- (b) All uses and development of the Restricted Property shall preserve the integrity of the groundwater monitoring system identified in the approved Operation and Maintenance Plan (as it may be modified from time to time).

4.02. Access for Department. The Department shall have reasonable right of entry and access to the Restricted Property, in accordance with applicable law, for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

4.03. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing the Operation and Maintenance Plan shall have reasonable right of entry and access to the Restricted Property (upon reasonable advance notice) for the purpose of implementing the Operation and Maintenance Plan until the Department determines that no further Operation and Maintenance is required.

ARTICLE V

ENFORCEMENT

5.01. Enforcement. Failure of the Covenantor, Owner or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department to require that the Covenantor or Owner modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas), constructed or placed upon any portion of the Restricted Property in violation of the Restrictions. Violation of this Covenant shall be grounds for the Department to file civil or criminal actions as provided by law.

ARTICLE VI
VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC Section 25233.

6.02. Termination. Covenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC Section 25234.

6.03. Term. Unless ended in accordance with the Termination paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department Resources. All references to the Department include successor agencies/departments or other successor entity.

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7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Alameda within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Applied Biosystems Group,
 Applera Corporation
 Attn: David G. Vose
 6001 Sunol Boulevard
 Pleasanton, CA 94566

To Department: Department of Toxic Substance Control
 Region 2
 700 Heinz Avenue, Suite 200
 Berkeley, CA 94710
 Attention: Barbara J. Cook, P.E., Chief
 Northern California Coastal Cleanup
 Operations Branch

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Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.


7.06. Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor:

By: 
Title: DIRECTOR, GLOBAL IDENTITY & EHS SYSTEMS
Date: 8 MAY 2003

Department of Toxic Substances Control

By: 
Title: BRANCH CHIEF, northern California Coastal Cleanup
Date: 9/2/03



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of CALIFORNIA

County of ALAMEDA

On 9/2/03 before me,

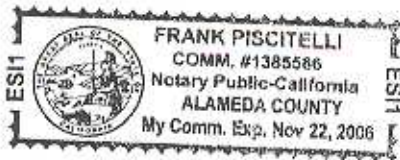
personally appeared BARBARA J. Cook

FRANK PISCITELLI

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Name(s) of Signer(s)

☐ personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal

[Signature]

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Covenant to Revert One

Document Date: 9/2/03 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer
- ☐ Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____



Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer
- ☐ Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____



ILLEGIBLE NOTARY SEAL DECLARATION

(GOVERNMENT CODE 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached, reads as follows:

NAME OF NOTARY: Frank Piscitelli

COMMISSION NUMBER: 1385586

NOTARY PUBLIC STATE: California

NOTARY PUBLIC COUNTY: Alameda

DATE COMMISSION EXPIRES: Nov 22, 2006

SIGNATURE OF DECLARANT: DMH

PRINT NAME OF DECLARANT: D.M.H.

CITY & STATE OF EXECUTION: Oakland, California

DATE SIGNED: 9/23/03

THE ABOVE INFORMATION MUST BE LEGIBLE FOR SCANNING

STATE OF CALIFORNIA)

)

COUNTY OF San Mateo)

On this 8 day of May, in the year 2003,

before me Grace D. Horn, Notary Public, personally appeared

David G. Vose, personally known to

me (or ~~proved to me on this basis of satisfactory evidence~~) to be the person(s) whose name(s)

is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the

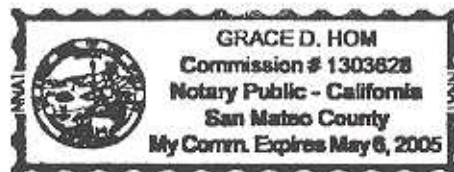
same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the

instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the

instrument.

WITNESS my hand and official seal.

Signature Grace D. Horn



ILLEGIBLE NOTARY SEAL DECLARATION

(Government Code 27361.7)

**I declare under penalty of perjury that the notary seal on the document
to which this statement is attached, reads as follows:**

NAME OF NOTARY PUBLIC: Grace D. Horn

COMMISSION NUMBER: 1303628

NOTARY PUBLIC STATE: California

COUNTY: San Mateo

MY COMM. EXPIRES: May 6, 2005
(DATE)

SIGNATURE OF DECLARANT: Grace D. Horn

PRINT NAME OF DECLARANT: Grace D. Horn

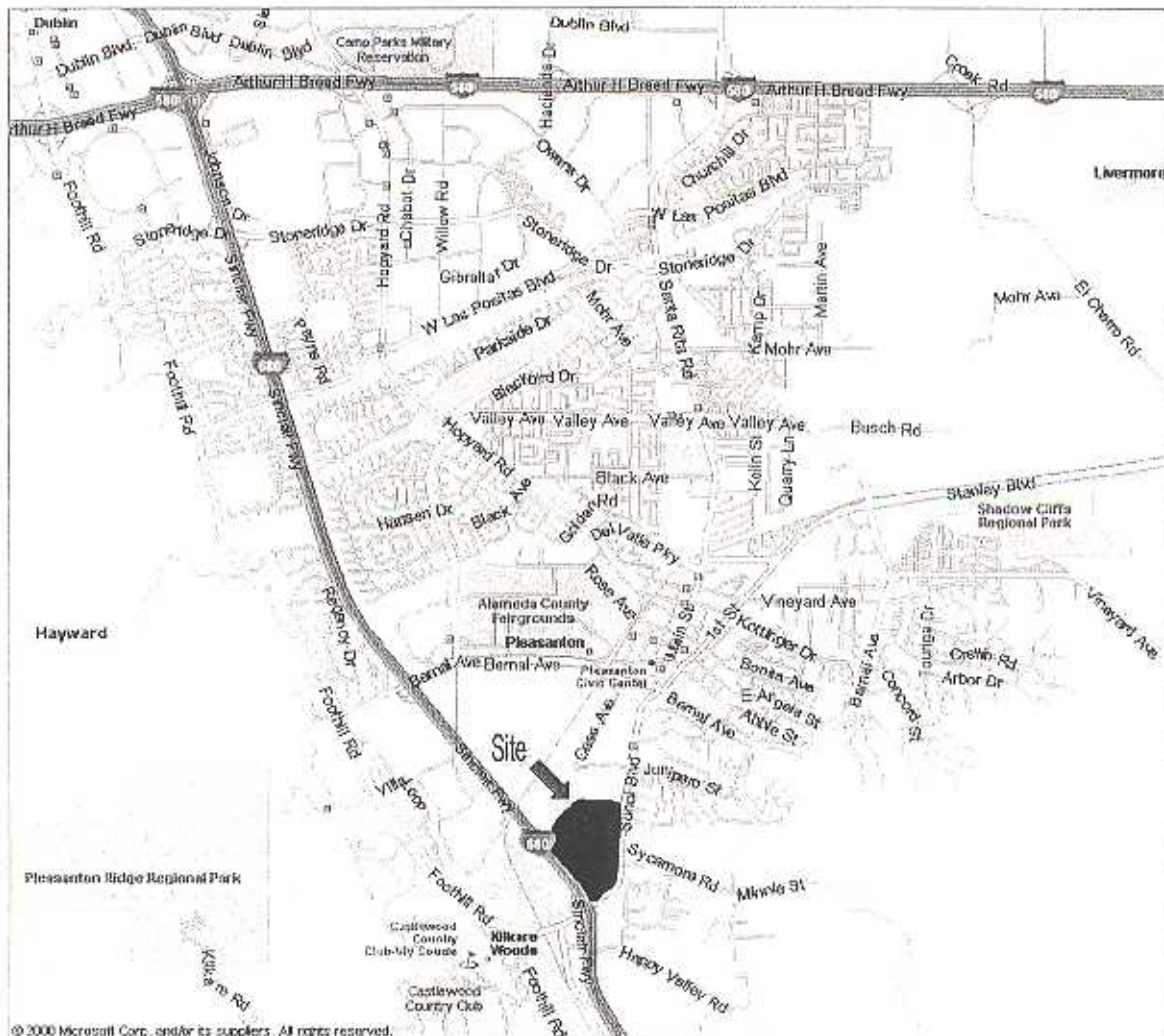
CITY & STATE OF EXECUTION: Foster City, California

DATE SIGNED: 9-11-03

THE ABOVE INFORMATION MUST BE LEGIBLE FOR SCANNING

Covenant to Restrict Use of Property

Exhibit A



PREPARED BY: Tom Petersen

DATE: October 11, 2002

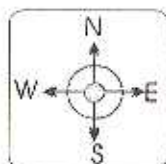
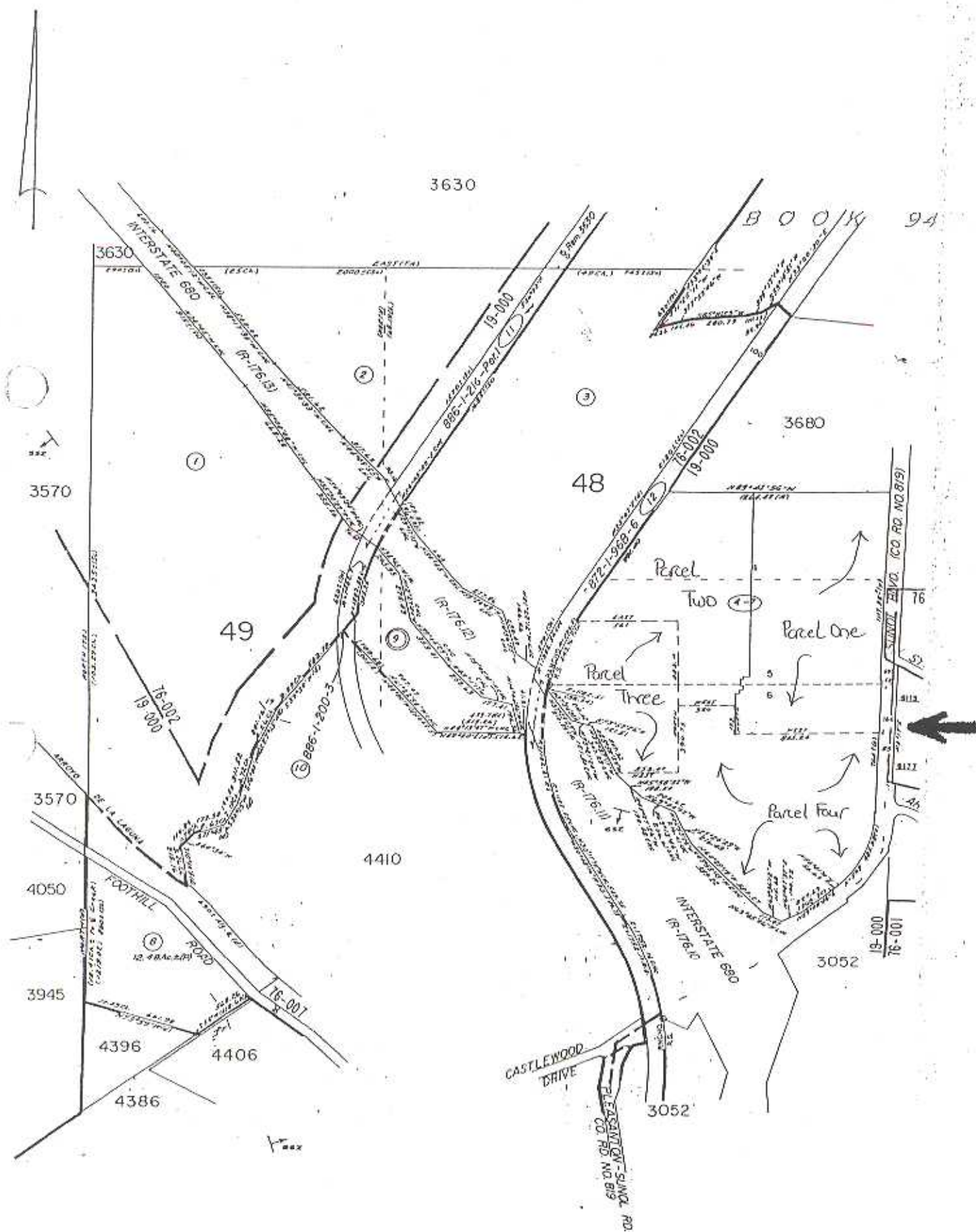


Exhibit A
AB Covenant to Restrict
Use of Property
Site Location
Applied Biosystems
Pleasanton Campus



Description: The land referred to herein is situated in the State of California, County of ALAMEDA, CITY OF PLEASANTON, and is described as follows:

PARCEL 1:

BEGINNING AT THE INTERSECTION OF THE WESTERN LINE OF COUNTY ROAD NO. 819, KNOWN AS PLEASANTON-SUNOL ROAD, AS SAID ROAD EXISTED 66 FEET WIDE PRIOR TO THE WIDENING THEREOF, WITH THE NORTHERN LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL 1 IN THE DEED BY TITLE INSURANCE AND TRUST COMPANY TO PLEASANTON REALTY CORPORATION, A DELAWARE CORPORATION, DATED JUNE 8, 1967, RECORDED JUNE 30, 1967, ON REEL 1992, IMAGE 748, RECORDER'S SERIES NO. AZ/63602, ALAMEDA COUNTY RECORDS; RUNNING THENCE ALONG SAID WESTERN LINE, SOUTH 3° 17' 00" WEST, 1411.85 FEET; THENCE LEAVING THE LAST NAMED LINE, DUE WEST 845.24 FEET; THENCE DUE NORTH 239.00 FEET; THENCE DUE EAST 10.00 FEET; THENCE DUE NORTH 15.00 FEET; THENCE DUE EAST 10.00 FEET; THENCE DUE NORTH 20.00 FEET; THENCE DUE WEST 10.00 FEET; THENCE DUE NORTH 40.00 FEET; THENCE DUE EAST 10.00 FEET; THENCE DUE NORTH 10.00 FEET; THENCE DUE EAST 40.00 FEET; THENCE DUE NORTH 1089.83 FEET TO SAID NORTHERN LINE OF SAID PARCEL OF LAND DESCRIBED AS PARCEL 1 IN SAID DEED TO PLEASANTON REALTY CORPORATION, HEREINABOVE REFERRED TO; THENCE ALONG THE LAST NAMED LINE, SOUTH 89° 42' 56" EAST, 866.13 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THE PARCELS OF LAND DESCRIBED IN THE DEEDS TO THE CITY OF PLEASANTON, A GENERAL LAW CITY, DATED APRIL 13, 1967, RECORDED MAY 8, 1967, ON REEL 1960, IMAGE 316, RECORDER'S SERIES NO. AZ/42610, ALAMEDA COUNTY RECORDS, AND RECORDED MAY 7, 1965, ON REEL 1499, IMAGE 703, RECORDER'S SERIES NO. AX/63459, ALAMEDA COUNTY RECORDS.

PARCEL 2:

COMMENCING AT THE INTERSECTION OF THE WESTERN LINE OF COUNTY ROAD NO. 819, KNOWN AS PLEASANTON-SUNOL ROAD, AS SAID ROAD EXISTED 66 FEET WIDE PRIOR TO THE WIDENING THEREOF, WITH THE NORTHERN LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL 1 IN THE DEED BY TITLE INSURANCE AND TRUST COMPANY TO PLEASANTON REALTY CORPORATION, A DELAWARE CORPORATION, DATED JUNE 8, 1967, RECORDED JUNE 30, 1967, ON REEL 1992, IMAGE 748, RECORDER'S SERIES NO. AZ/63602, ALAMEDA COUNTY RECORDS; RUNNING THENCE ALONG SAID WESTERN LINE, SOUTH 3° 17' 00" WEST, 1411.85 FEET; THENCE LEAVING THE LAST NAMED LINE DUE WEST 845.24 FEET; THENCE DUE NORTH 159.00 FEET TO THE ACTUAL POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; RUNNING THENCE DUE NORTH 80.00 FEET THENCE DUE EAST 10.00 FEET; THENCE DUE NORTH 15.00 FEET; THENCE DUE EAST 10.00 FEET; THENCE DUE NORTH 20.00 FEET; THENCE DUE WEST 10.00 FEET; THENCE DUE NORTH 40.00 FEET; THENCE DUE EAST 10.00 FEET; THENCE DUE NORTH 10.00 FEET; THENCE DUE EAST 40.0 FEET; THENCE DUE NORTH 1089.83 FEET TO SAID NORTHERN LINE OF SAID PARCEL OF LAND DESCRIBED AS PARCEL 1 IN SAID DEED TO PLEASANTON REALTY CORPORATION HEREINABOVE REFERRED TO; THENCE ALONG THE LAST NAMED LINE,

NORTH 89° 42' 56" WEST, 428.30 FEET TO THE NORTHWESTERN LINE OF SAID PARCEL OF LAND DESCRIBED AS PARCEL 1 IN SAID DEED TO PLEASANTON REALTY CORPORATION; THENCE ALONG THE LAST NAMED LINE, SOUTH 33° 48' 35" WEST, 921.40 FEET; THENCE LEAVING THE LAST NAMED LINE DUE EAST 561.00 FEET; THENCE DUE SOUTH 491.37 FEET TO A LINE DRAWN DUE WEST FROM THE ACTUAL POINT OF BEGINNING; THENCE DUE EAST 320.00 FEET TO THE ACTUAL POINT OF BEGINNING.

PARCEL 3:

COMMENCING AT THE INTERSECTION OF THE WESTERN LINE OF COUNTY ROAD NO. 819, KNOWN AS PLEASANTON-SUNOL ROAD, AS SAID ROAD EXISTED 66 FEET WIDE PRIOR TO THE WIDENING THEREOF, WITH THE NORTHERN LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL 1 IN THE DEED BY TITLE INSURANCE AND TRUST COMPANY TO PLEASANTON REALTY CORPORATION, A DELAWARE CORPORATION, DATED JUNE 8, 1967, RECORDED JUNE 30, 1967, ON REEL 1992, IMAGE 748, RECORDER'S SERIES NO. AZ/63602, ALAMEDA COUNTY RECORDS; RUN THENCE ALONG SAID WESTERN LINE, SOUTH 3° 17' WEST 1411.85 FEET; THENCE LEAVING THE LAST NAMED LINE, DUE WEST 845.24 FEET; THENCE DUE NORTH 159 FEET; THENCE DUE WEST 320 FEET TO THE ACTUAL POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; RUNNING THENCE DUE SOUTH 390.73 FEET; THENCE DUE WEST 353.07 FEET TO THE GENERAL SOUTHWESTERN LINE OF SAID PARCEL OF LAND DESCRIBED AS PARCEL 1 IN SAID DEED TO PLEASANTON REALTY CORPORATION; THENCE ALONG THE LAST NAMED LINE, AS FOLLOWS: NORTH 25° 58' 23" WEST 307.32 FEET, NORTH 73° 52' 26" WEST 121.51 FEET, AND NORTH 37° 54' 35" WEST 210.62 FEET TO THE NORTHWESTERN LINE OF SAID PARCEL OF LAND DESCRIBED AS PARCEL 1 IN SAID DEED TO PLEASANTON REALTY CORPORATION, ABOVE REFERRED TO; THENCE ALONG THE LAST NAMED LINE FROM A TANGENT THAT BEARS NORTH 12° 18' 31" EAST, ON A CURVE TO THE RIGHT WITH A RADIUS OF 1182.51 FEET, THROUGH A CENTRAL ANGLE OF 21° 30' 04", A DISTANCE OF 443.76 FEET TO A POINT ON SAID NORTHWESTERN LINE, DISTANT THEREON SOUTH 33° 48' 35" WEST 921.40 FEET FROM THE NORTHERN LINE OF SAID PARCEL 1 DESCRIBED IN SAID DEED TO PLEASANTON REALTY CORPORATION; THENCE LEAVING SAID NORTHWESTERN LINE, DUE EAST 561 FEET; THENCE DUE SOUTH 491.37 FEET TO THE ACTUAL POINT OF BEGINNING.

PARCEL 4:

COMMENCING AT THE INTERSECTION OF THE WESTERN LINE OF COUNTY ROAD NO. 819, KNOWN AS PLEASANTON-SUNOL ROAD, AS SAID ROAD EXISTED 66 FEET WIDE PRIOR TO THE WIDENING THEREOF, WITH THE NORTHERN LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL 1 IN THE DEED BY TITLE INSURANCE AND TRUST COMPANY TO PLEASANTON REALTY CORPORATION, A DELAWARE CORPORATION, DATED JUNE 8, 1967, RECORDED JUNE 30, 1967, ON REEL 1992, IMAGE 748, RECORDER'S SERIES NO. AZ/63602, ALAMEDA COUNTY RECORDS; RUN THENCE ALONG SAID WESTERN LINE, SOUTH 3° 17' WEST 1411.85 FEET TO THE ACTUAL POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE LEAVING SAID WESTERN LINE AND RUNNING THENCE DUE WEST 845.24 FEET; THENCE DUE NORTH 159 FEET; THENCE DUE WEST 320 FEET; THENCE DUE SOUTH 390.73 FEET;

THENCE DUE WEST 353.07 FEET TO THE GENERAL SOUTHWESTERN LINE OF SAID PARCEL OF LAND DESCRIBED AS PARCEL 1 IN SAID DEED TO PLEASANTON REALTY CORPORATION, ABOVE REFERRED TO; THENCE ALONG THE LAST NAMED LINE, AS FOLLOWS: SOUTH 45° 58' 32" EAST 198.50 FEET, SOUTH 63° 44' 52" EAST 206.62 FEET, SOUTH 27° 24' 29" EAST 216.43 FEET, SOUTH 44° 29' 19" EAST 589.27 FEET, AND SOUTH 63° 36' 12" EAST 115.48 FEET TO THE SOUTHEASTERN LINE OF SAID PARCEL OF LAND DESCRIBED AS PARCEL 1 IN SAID DEED TO PLEASANTON REALTY CORPORATION; THENCE ALONG THE LAST NAMED LINE, NORTH 67° 47' 37" EAST 100.72 FEET, NORTH 53° 05' 46" EAST 268.30 FEET, AND SOUTH 38° 51' EAST 16.82 FEET TO SAID WESTERN LINE OF SAID COUNTY ROAD NO. 819; THENCE ALONG THE LAST NAMED LINE, AS FOLLOWS: NORTH 50° 01' 10" EAST 121.03 FEET, NORTH 36° 16' 10" EAST 208.64 FEET, AND NORTH 3° 17' EAST 894.01 FEET TO THE ACTUAL POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION THEREOF DESCRIBED IN THE DEED BY TITLE INSURANCE AND TRUST COMPANY TO THE CITY OF PLEASANTON, A GENERAL LAW CITY, DATED APRIL 13, 1967, RECORDED MAY 8, 1967, ON REEL 1960, IMAGE 316, RECORDER'S SERIES NO. AZ/42610, ALAMEDA COUNTY RECORDS.

EXCEPTING FROM PARCELS 1, 2 AND 3, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS IN OR UNDER THE FOLLOWING DESCRIBED REAL PROPERTY AND THE RIGHT TO EXPLORE FOR AND REMOVE THE SAME, BUT WITHOUT THE RIGHT TO ENTER UPON OR OTHERWISE USE THE SURFACE OR ANY PART OF THE SUBSOIL WITHIN 500 FEET OF THE SURFACE, AS RESERVED UNTO THE GRANTOR AND THE HEIRS AND DEVISEES OF ADELIA A. NOON, DECEASED, IN THE DEED FROM WELLS FARGO BANK, AS EXECUTOR OF THE WILL OF ADELIA A. NOON, DECEASED, DATED JULY 27, 1964, RECORDED AUGUST 28, 1964, INSTRUMENT NO. AW/139814, OFFICIAL RECORDS.

SAID RESERVATION AFFECTS THAT PORTION OF PARCELS 1, 2 AND 3 ABOVE DESCRIBED, AS FOLLOWS:

PORTIONS OF LOTS 4 AND 5, AS SHOWN ON THE REFEREE'S REPORT IN THE SUIT ENTITLED, REFUGIO BERNAL FELIS, PLAINTIFF, VS. ABELINO BERNAL, ET AL, DEFENDANTS, CASE NO. 12462, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE DIVIDING LINE BETWEEN SAID LOTS 4 AND 5 WITH THE CENTER LINE OF COUNTY ROAD NO. 819, ALSO KNOWN AS THE COUNTY ROAD LEADING FROM PLEASANTON TO SUNOL; AND RUNNING THENCE ALONG SAID CENTER LINE NORTH 2° 35' 32" EAST 348.59 FEET; THENCE NORTH 86° 33' 15" WEST 289.34 FEET; THENCE NORTH 51° 12' 44" WEST 258.648 FEET TO THE NORTHERN LINE OF SAID LOT 4; THENCE ALONG SAID NORTHERN LINE SOUTH 89° 35' 48" WEST 828.567 FEET TO THE SOUTHEASTERN LINE OF THE 100 FEET RIGHT OF WAY OF CENTRAL PACIFIC RAILROAD; THENCE ALONG THE LAST NAMED LINE SOUTH 33° 07' WEST 921.230 FEET; THENCE CONTINUING ALONG SAID SOUTHEASTERN LINE TANGENT WITH THE LAST NAMED COURSE ON A CURVE TO THE LEFT, WITH A RADIUS OF 1182.51 FEET, SOUTHWESTERLY, A DISTANCE OF 404.980 FEET TO THE SOUTHERN LINE OF SAID LOT 5; THENCE ALONG THE LAST NAMED LINE NORTH 89° 37' 23" EAST 1142.537 FEET; THENCE NORTH 17° 39' 09" EAST 637.980 FEET TO SAID DIVIDING LINE BETWEEN SAID LOTS 4 AND 5; AND THENCE ALONG THE LAST NAMED LINE NORTH 89° 35' 48" EAST 630.00 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO.: 947-0005-004-07

Covenant to Restrict Use of Property

Exhibit B

Exhibit "B"
Legal Description
Restricted Property
Applied Biosystems – Pleasanton Campus
Pleasanton, California

All that real property situated in the incorporated territory of the City of Pleasanton, County of Alameda, State of California, being a portion of parcels 2 and 3 as shown on a certain Record of Survey recorded on March 3, 1965 in Book 5 of Record of Surveys at page 54-55, Alameda County Records, more particularly described as follows:

BEGINNING at the northwesterly corner of parcel 2 of said map, said northwestern corner being marked by a concrete monument and brass disk stamped "RCE 9041";

Thence, from the POINT OF BEGINNING, along the most northwesterly line of said parcel of land, South 33°48'35" West, 892.44 feet;

Thence leaving said northwesterly line at right angles, South 56°11'25" East, 517.05 feet to the TRUE POINT OF BEGINNING, also being a former monitoring well, designated MW-5;

Thence North 52°16'56" East, 188.18 feet to a former boring location, designated GGW-6;

Thence North 33°21'51" East, 88.69 feet to an existing monitoring well, designated GEI-2S;

Thence South 15°27'35" East, 157.17 feet to a former boring location, designated GGW-5;

Thence South 56°37'50" West, 249.50 feet to an existing monitoring well, designated MW-4;

Thence South 38°17'40" West, 115.95 feet to a former boring location, designated SBMW-8;

Thence North 30°29'18" West, 168.43 feet to an existing monitoring well, designated MW-7;

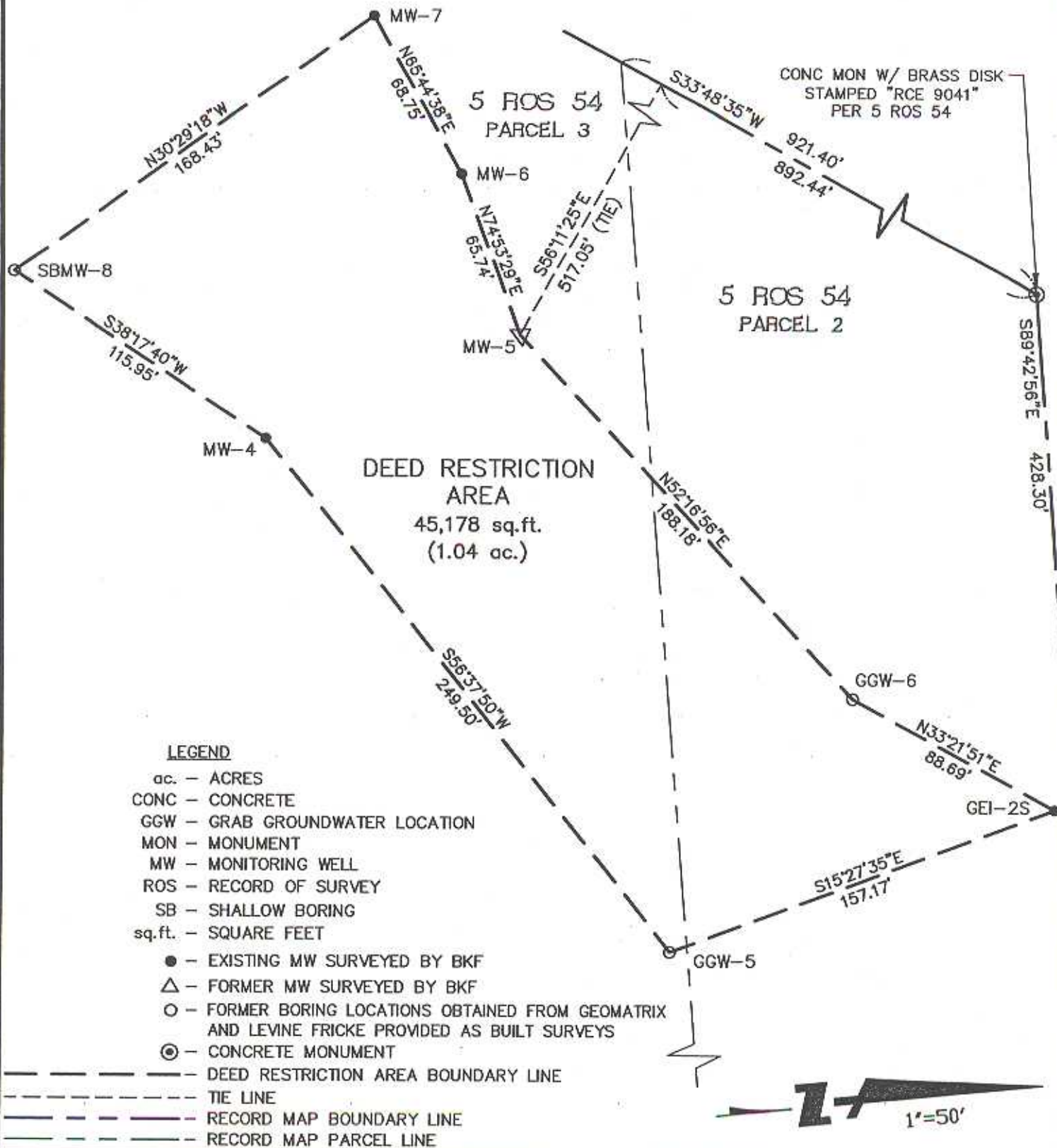
Thence North 65°44'38" East, 68.75 feet to an existing monitoring well, designated MW-6;

Thence North 74°53'29" East, 65.74 feet to a former monitoring well, designated MW-5, also being the TRUE POINT OF BEGINNING.

Containing an area of 45,178 square feet (1.04 acres).

A Plat showing the above-described parcel is attached herein and made a part of this Exhibit "B".

RESTRICTED PROPERTY
PLAT TO ACCOMPANY LEGAL DESCRIPTION
APPLIED BIOSYSTEMS - PLEASANTON CAMPUS
PLEASANTON, CALIFORNIA



BKF
 ENGINEERS / SURVEYORS / PLANNERS

4780 Chabot Drive
 Suite 104
 Pleasanton, CA 94588
 925/396-7700
 925/396-7799 (FAX)

Subject EXHIBIT "B"
RESTRICTED PROPERTY
 Job No. 20005207-52
 By WS Date 04/02/03 Chkd. CK
 SHEET 1 OF 1